

PRE-CLOSING EXCLUDED STORES MANAGEMENT AGREEMENT

THIS PRE-CLOSING EXCLUDED STORES MANAGEMENT AGREEMENT (the "Management Agreement") is made and entered into as of _____ by and between the Sellers listed on the signature page of this Management Agreement, Golden Restaurant Operations, Inc. ("Golden") and McDonald's Corporation ("Parent").

RECITALS

A. Sellers, Golden and Parent have entered into an Asset Purchase Agreement dated as of November 30, 1999 (the "Asset Purchase Agreement") and are entering into this Management Agreement, which shall be effective as of the Closing Date, pursuant to Section 8.4 of the Asset Purchase Agreement.

B. During the Term (as defined below) of this Management Agreement, Sellers desire to engage Golden to perform certain services relating to certain of the Pre-Closing Excluded Stores (as defined in the Asset Purchase Agreement) and Golden desires to perform such services, on the terms and provisions set forth in this Management Agreement (as used hereafter, "Pre-Closing Excluded Stores" means only the Pre-Closing Excluded Stores which Sellers have requested Golden to manage as provided in Section 8.4 of the Asset Purchase Agreement).

C. Capitalized terms used in this Management Agreement, which are not otherwise defined herein shall have the meanings given to them under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services/Term. Subject to paragraph 2 below, Sellers hereby engage Golden and Golden agrees to Shut Down (as defined below) each of the Pre-Closing Excluded Stores. Golden covenants that each Shut Down will be completed in a professional and diligent manner and in compliance with the terms of any applicable Real Property Leases. "Shut Down" means that Golden shall, with respect to each Pre-Closing Excluded Store: (a) remove all Inventory located at such Pre-Closing Excluded Store in accordance with Sellers' reasonable instructions; (b) remove all Licensed IP; (c) remove and/or dispose of all Personal Property located at such Pre-Closing Excluded Store in accordance with Sellers' reasonable instructions and repair any damage caused by such removal; (d) change all locks; (e) winterize the site in accordance with Sellers' reasonable instructions, if necessary; (f) leave such Pre-Closing Excluded Store in a broom clean condition; (g) turn over all keys to such Pre-Closing Excluded Store site to Sellers (if located at Real Property) and to landlord (if located at a Real Property Lease); and (h) take any other actions reasonably requested by the Sellers. Sellers shall reimburse Golden for all reasonable costs and expenses incurred by Golden in connection

with the Shut Down of the Pre-Closing Excluded Stores in accordance with Section 9.1 of the Asset Purchase Agreement.

“Term” means with respect to each Pre-Closing Excluded Store, a period commencing on the Closing Date and ending on the date that such Pre-Closing Excluded Store is Shut Down.

2. Operation of Pre-Closing Excluded Stores. In order to promote an orderly Shut Down of the Pre-Closing Excluded Stores, Golden shall, for a period of up to two weeks following the Closing Date, provide Operation Services (as defined below) with respect to all or some of the Pre-Closing Excluded Stores reasonably designated by Sellers. Golden covenants that the Operation Services shall be furnished to Sellers in a professional and diligent manner consistent with the manner in which Golden manages the Business and in compliance with all applicable laws. Notwithstanding the preceding sentence, in the event that no Stores are transferred at the Closing, until such time as a Store is transferred pursuant to the terms of the Asset Purchase Agreement, such Operation Services relating to the Pre-Closing Excluded Stores shall be furnished substantially consistent with the manner in which the Pre-Closing Excluded Stores were managed as of the Closing Date. “Operation Services” means providing general and daily supervision, administrative, management and operational services to each applicable Pre-Closing Excluded Store including, but not limited to, daily management and supervision of all restaurant operations, information technology, training, hiring and supervision of all personnel (who shall no longer be employees of Sellers), payroll, purchasing, accounting, record keeping, general office services and advertising and marketing. Golden agrees to pay all expenses (including but not limited to payroll, food, paper and other inventories and utilities) relating to the operation of the Pre-Closing Excluded Stores.

3. Operating Cash Flow. During the period in which Golden provides Operation Services with respect to a Pre-Closing Excluded Store, Golden shall be entitled to collect and retain all receipts from sales at such Pre-Closing Excluded Store and all rents and other fees, if any, due under any Third Party Leases (collectively “Receipts”).

4. Occupancy Charges. During the Term of this Management Agreement, Golden shall pay when due all rent and other related payments (including but not limited to taxes, common area maintenance costs and utilities) with respect to all Pre-Closing Excluded Stores (collectively “Occupancy Charges”); provided, that in the event that a third party lessor requires that any Occupancy Charges be paid by any Seller during the term of this Management Agreement, such Seller shall pay such Occupancy Charges out of the Escrowed Purchase Price Portion. Sellers shall be responsible for all Occupancy Charges paid by Buyer, which Sellers shall pay in accordance with Section 9.1 of the Asset Purchase Agreement.

5. Payment of Expenses. In the event that Receipts are insufficient to meet the expenses of the Pre-Closing Excluded Stores, Sellers shall bear such loss in accordance with Section 9.1 of the Asset Purchase Agreement.

6. Insurance. Sellers will maintain comprehensive public liability insurance with respect to the Pre-Closing Excluded Stores, with minimum limits of not less than \$10 million per occurrence. Sellers will maintain insurance relating to: (a) the building and improvements related to each Pre-Closing Excluded Store or related Third Party Lease (to the extent such insurance is now maintained by Sellers) at the minimum required by the Real Property Lease; or (b) the replacement value for such building and improvements related to each Pre-Closing Excluded Store or related Third Party Lease (to the extent such insurance is now maintained by Sellers if located on Real Property).

Each Seller agrees to use its commercially reasonable efforts to name Golden and Parent as additional insureds with respect to any policies of insurance maintained by such Seller with respect to Pre-Closing Excluded Stores or buildings and improvements related to Third Party Leases.

7. Management Fee. Sellers shall pay to Golden, as provided in Section 9.1 of the Asset Purchase Agreement, the Management Fee.

8. Representations, Warranties and Covenants of Sellers. Sellers each jointly and severally hereby represent and warrant to Golden and Parent as follows:

(a) Each Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Seller is duly qualified or licensed to do business as a foreign entity in good standing in all jurisdictions in which the character or the location of the assets owned or leased by it or the nature of the business conducted by it requires licensing or qualification.

(b) Giving pro forma effect to the Confirmation Order or Sale Order, as the case may be, the execution, delivery and performance of this Management Agreement by Sellers have been duly and validly authorized by all necessary action on the part of Sellers. This Management Agreement constitutes the legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally.

(c) Giving pro forma effect to the Confirmation Order or Sale Order, as the case may be, the execution, delivery and performance of this Management Agreement by Sellers will not violate the provisions of, or constitute a breach or default whether upon lapse of time and/or the occurrence of any act or event or otherwise under (i) the organizational documents of Sellers, (ii) any law to which Sellers are subject, or (iii) any agreement, contract, instrument, mortgage, lien or other document to which Sellers are a party. Other than the filings under the HSR Act, and the approval of the Bankruptcy Court, no other consent, approval, order or authorization of, or representation, declaration or filing with governmental entity is required to be obtained or made by or with respect to Sellers in connection with the execution or delivery of this

Management Agreement by Sellers or the transactions contemplated by this Management Agreement by Sellers.

9. Representations, Warranties and Covenants of Golden and Parent. Golden and Parent each as to itself hereby represents, warrants and covenants to Sellers as follows:

(a) Each of Golden and Parent is duly organized, validly existing and in good standing under the laws of the State of Delaware and have all requisite power and authority to own and operate their respective businesses.

(b) Each of Golden and Parent have full power and authority to execute, deliver and perform this Management Agreement. The execution, delivery and performance of this Management Agreement have been duly authorized by each of Golden and Parent and no other action or proceeding on the part of Golden or Parent is necessary to authorize this Management Agreement or the performance thereof. This Management Agreement has been duly and validly executed and delivered by each of Golden and Parent and constitutes a legal, valid and binding obligation of Golden and Parent, enforceable in accordance with its terms.

(c) Other than the filings under the HSR Act, and the approval of the Bankruptcy Court the execution, delivery and performance of this Management Agreement by each of Golden and Parent will not (with or without the giving of notice or the lapse of time or both) (i) violate or require any consent or approval under any applicable provision of any order, injunction, rule, regulation or law applicable to Golden or Parent; (ii) require any consent under, conflict with, constitute default under, or otherwise violate the terms of any agreements, instruments or other obligations to which either Golden or Parent is a party or by which it or any of its property may be bound that has not been obtained; or (iii) require any consent or approval by, notice to or registration with any governmental authority having jurisdiction over Golden or Parent. In the event at any time during the term of this Management Agreement any consents, approvals, notices or registrations are required in connection with the performance of this Management Agreement, Golden and Parent shall take all necessary and appropriate steps to obtain or file such consents, approvals, notices or registrations.

(d) Golden agrees to use reasonable commercial efforts to comply with all governmental laws, regulations, and orders applicable to its operations with respect to performing the services as contemplated by this Management Agreement.

10. Independent Contractor. Sellers and Golden agree that, with respect to the subject matter of this Management Agreement, the legal relationship shall be that of independent contractor and neither Sellers or Golden shall be an agent, employee or representative of the other. Nothing contained herein shall be construed to create an agency, employment, franchise or representative relationship or a relationship of partners

or joint venturers. Golden will have neither express nor implied power or authority to execute, amend, renew or terminate any agreements on behalf of Sellers.

11. Indemnification.

(a) Except with respect to any Sellers Actions (as defined below), Golden and Parent each shall indemnify, defend and hold Sellers (and each of their respective officers, directors, employees consultants and affiliates) harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses (including without limitation the reasonable fees and disbursements of counsel) related to or arising, directly or indirectly, out of any failure by Golden to discharge any obligation or undertaking made by it under this Management Agreement. "Sellers Actions" means any action directly attributable to, or resulting from any action undertaken by any of the Sellers at or relating to the Pre-Closing Excluded Stores on or subsequent to the effective date of this Management Agreement.

(b) Sellers shall, jointly and severally, indemnify, defend and hold Golden and Parent (and each of their respective officers, directors, employees consultants and affiliates) harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses (including without limitation the reasonable fees and disbursements of counsel) related to or arising, directly or indirectly, out of; (i) any failure by Sellers to discharge any obligation or undertaking made by them under this Management Agreement or (ii) Seller Actions.

(c) An indemnifying party shall, after receipt of written notice from an indemnified party of any claims, liabilities, losses, damages, costs and expenses recognized by the indemnifying party as indemnification obligations pursuant to this Section 10, appoint counsel reasonably satisfactory to the indemnified party for the purpose of defending or contesting such claims, liabilities, losses, damages, costs and expenses.

12. General Terms.

(a) This Management Agreement shall not be assignable by any party, in whole or in part, without the prior written consent of any other affected party. Notwithstanding the preceding sentence, Golden may assign its rights and obligations hereunder to Parent or any of Parent's direct or indirect wholly owned subsidiaries.

(b) This Management Agreement, the Asset Purchase Agreement and the Related Documents constitute the entire understanding and agreement of the parties with respect to the subject matter hereof. Except as otherwise expressly provided herein, this Management Agreement may not be changed, modified or amended except in a writing signed by the affected parties. All previous negotiations and understandings among the parties are merged into this Management Agreement, and there are no warranties, agreements or understandings express or implied, except such as are

expressly set forth herein. Nothing in this Management Agreement shall be deemed to limit or otherwise impair any rights or obligations contained in the Asset Purchase Agreement.

(c) Any notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand-delivered, delivered by facsimile or overnight courier, or if mailed by certified or registered mail, postage prepaid and return receipt requested, and as set forth-hereinafter (or at such other address for a party as shall be specified by like notice; provided that notice of a change of address shall be effective only upon receipt thereof):

To Golden - Golden Restaurant Operations, Inc.
 c/o McDonald's Corporation
 One McDonald's Plaza
 Oak Brook, IL 60523
 Attention: General Counsel

To Sellers - Akin, Gump, Strauss, Hauer and Feld, L.L.P.
 1500 Bank of America Plaza
 300 Convent Street
 San Antonio, Texas 78205
 Attention: Cecil Schenker, Esq.

(d) This Management Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, wherever the context admits or requires.

(e) This Management Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(f) Any waiver of any provision of this Management Agreement by any party may be made only by written notice to the other. No waiver of any breach or default hereunder shall be deemed to constitute a waiver of any other breach or default.

(g) This Management Agreement and the legal relationships between the parties shall be interpreted, construed and informed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

IN WITNESS WHEREOF, the parties have duly executed this Management Agreement as of the date above written.

Golden Restaurant Operations, Inc.

By: _____

Name: _____

Title: _____

McDonald's Corporation

By: _____

Name: _____

Title: _____

SELLERS, each as a debtor and debtor-in-possession

BOSTON CHICKEN, INC.,

By:

Name: Greg Uhing

Title: Senior Vice President

Name: Greg Uhing

Title: Senior Vice President

BCI MAYFAIR, INC.

By:

Name: Greg Uhing

Title: Senior Vice President

BC REAL ESTATE INVESTMENTS, INC.,

By:

Name: Greg Uhing

Title: Senior Vice President

By:

Name: Greg Uhing

Title: Senior Vice President

BCI R&A, INC.,

By:

Name: Greg Uhing

Title: Senior Vice President

BCI MASSACHUSETTS, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

BCI SOUTHWEST, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

MAYFAIR PARTNERS, L.P.,

By: BCI Mayfair, Inc., as General Partner

By:
Name: Greg Uhing
Title: Senior Vice President

BC NEW YORK, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC SUPERIOR, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC TRI-STATES, L.L.C.,

By: Boston Chicken, Inc., Manager

By:

BCI WEST, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

MID-ATLANTIC RESTAURANT
SYSTEMS, INC.,

By:
Name: Greg Uhing
Title: Senior Vice President

BC GREAT LAKES, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC GOLDENGATE, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

BC HEARTLAND, L.L.C.,

By: Boston Chicken, Inc., Manager

By:
Name: Greg Uhing
Title: Senior Vice President

FINEST FOODSERVICE, L.L.C.,

By: Boston Chicken, Inc., Manager

By:

Name: Greg Uhing
Title: Senior Vice President

Name: Greg Uhing
Title: Senior Vice President

P & L FOOD SERVICES, L.L.C.,

R&A FOOD SERVICES, L.P.,

By: Boston Chicken, Inc., Manager

By: BCI R&A Inc., as General Partner

By:
Name: Greg Uhing
Title: Senior Vice President

By:
Name: Greg Uhing
Title: Senior Vice President

BC BOSTON, L.P.,

BCE WEST, L.P.,

By: BCI Massachusetts, Inc., as General Partner

By: BCI West, Inc., as General Partner

By:
Name: Greg Uhing
Title: Senior Vice President

By:
Name: Greg Uhing
Title: Senior Vice President

B.C.B.M. SOUTHWEST, L.P.,

BUFFALO P&L FOOD SERVICES, INC.,

By: BCI Southwest, Inc., as General Partner

By:
Name: Greg Uhing
Title: Senior Vice President

By:
Name: Greg Uhing
Title: Senior Vice President

CONSENTED TO:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent for Participants in Master Lease
Agreement No. 2

BANK OF AMERICA, N.A. (formerly known as
Bank of America National Trust and Savings
Association)
as Agent under the Revolving Credit Agreement

By:
Name: Daniel P. Gioia
Title: Senior Risk Manager

By:
Name:
Title: